TIG Benchmarker Outbound Game License

Version 1.0, January 2024

https://tig.foundation

By exercising any right granted under this Licence, You irrevocably accept these terms and conditions.

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"Benchmarking" shall mean the use of a Work, subject to the Innovation Game Terms and Conditions, to solve random instances of challenges published by TIG from time to time.

"Innovation Game Terms and Conditions" shall mean the terms and conditions for the Innovation Game offered by TIG at the time of exercise of rights by You under this License, a copy of which can be obtained at $\frac{\text{https://github.com/tig-foundation/tig-monorepo/tree/main/docs/agreements}$

"Licensable" shall mean having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently any, and all, of the rights conveyed by this License.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 7 of this document.

"Licensor" shall mean the copyright owner or entity authorised by the copyright owner to grant the license to the copyright in the Work in accordance with Section 2 of this License.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Patent Claims" of TIG shall mean any patent claim(s) in any TIG Patent, including without limitation, method, process, and apparatus claims, Licensable by TIG that would necessarily be infringed, but for the grant of the License, by the making, using, selling, offering for sale, having made, import, or transfer of the Work alone or by combination of the Work with other software distributed by Licensor with the Work.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"TIG" shall mean The TIG Foundation, a company registered in Germany with a registered office at Kurfurstendamm, 15 10719 Berlin Deutschland.

"TIG Patent" shall mean a patent, patent application, and all continuations, continuations in part, divisions, extensions, renewals, reissues, and reexaminations relating thereto, in any jurisdiction throughout the world owned or controlled by TIG.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under this License, as indicated by the copyright notice that is included in or attached to the work [an example is provided in the Appendix 1 below].

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

2. Grant of Copyright License. Subject to the terms and conditions of this License, Licensor hereby grants to You a worldwide, non-exclusive, no charge, royalty-free, copyright license to use and reproduce the Work only for the purpose of Benchmarking.

3. Grant of Patent License. Subject to the terms and conditions of this License, Licensor hereby grants to You a worldwide, non-exclusive, no-charge, royalty-free, license under Patent Claims of TIG to make, have made and use the Work only for the purposes of Benchmarking.

NO MODIFICATION OF THE WORK BY YOU IS PERMITTED UNDER THE TERMS OF THIS LICENSE.

NO USE OF THE WORK BY YOU IS PERMITTED EXCEPT AS EXPRESSLY LICENSED IN SECTIONS 2 AND 3 ABOVE.

- **4. Trademarks.** This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
- 5. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
- **6. Limitation of Liability.** In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall TIG or Licensor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if TIG or Licensor, as the case may be, has been advised of the possibility of such damages.
- 7. **Termination.** The rights granted under this License will terminate automatically if You fail to comply with any of its terms.

END OF TERMS AND CONDITIONS

APPENDIX 1: The TIG Benchmarker Outbound Game License.

Copyright [yyyy] [name of copyright owner]

Licensed under the TIG Benchmarker Outbound Game License v1.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

https://github.com/tig-foundation/tig-monorepo/tree/main/docs/licenses

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.